EXHIBIT C

Attachment 3A

Network Interconnection - CMRS

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NETWORK INTERCONNECTION - CMRS

1 **CMRS Definitions: (For the purpose of this CMRS Attachment)**

1.1 **Affiliate** is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

1.2 **Commission** is defined as the appropriate regulatory agency in each state of AT&T's nine state region: Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

1.3 **CMRS Local Traffic** is defined for purposes of reciprocal compensation under this Agreement as: (1) any telephone call that originates on the network of Carrier within a Major Trading Area (MTA) and terminates on the network of AT&T in the same MTA and within the Local Access and Transport Area ("LATA") in which the call is handed off from Carrier to AT&T, and (2) any telephone call that originates on the network of AT&T that is handed off directly to Carrier in AT&T's service territory and in the same LATA in which the call originates, and terminates on the network of Carrier in the MTA in which the call is handed off from AT&T to Carrier. For purposes of this Agreement, LATA shall have the same definition as that contained in the Telecommunications Act of 1996, and MTA shall have the same definition as that contained in the FCC's rules. Traffic delivered to or received from an interexchange carrier is not Local Traffic.

1.4 **CMRS Local Interconnection** is defined as the delivery of Local Traffic to be terminated on each Party's local network so that end users of either Party have the ability to reach end users of the other Party without the use of any access code or substantial delay in the processing of the call.

1.5 **CMRS Non-Local Traffic** is defined as all traffic that is not Local Traffic or access services.

1.6 **Point of Interconnection (POI)** is defined as the physical geographic location(s), within AT&T's service area within a LATA, at which the Parties terminate interconnection facilities for the origination and/or termination of traffic. This point establishes the technical interface, the test point(s), and the point(s) for operational division of responsibility between AT&T's network and Carrier's network.

1.7 **Telecommunications Act of 1996 (Act)** means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

1.8 **Third Party Carrier** is any telecommunications carrier other than Carrier or AT&T.

1.9 **Transit Traffic** is traffic originating on Carrier's network that is switched and/or transported by AT&T and delivered to a Third Party Carrier's network, or traffic originating on a Third Party Carrier's network that is switched and/or transported by AT&T and delivered to Carrier's network.

1.10 **Type 1 Interconnection** is a trunk side connection between a AT&T end office and a Carrier's POI and provides the capability to access all AT&T end offices within the LATA. Type 1 Interconnection is technically defined in Telcordia Technical Reference GR-145-CORE, Issue 2 May 1998, as it may be amended or replaced from time to time.

1.11 **Type 2A Interconnection** are one-way or two-way connections that provide a trunk side connection between a AT&T tandem switch and a Carrier's POI and provides access to all AT&T end offices and Third Party Carriers subtending the AT&T tandem. Type 2A Interconnection is technically defined in Telcordia Technical Reference GR-145-CORE, Issue 2 May 1998, as it may be amended or replaced from time to time).

1.12 **Type 2B Interconnection** are one-way or two-way connections that provide a high usage route between a AT&T end office and a Carrier's POI and provides access to all AT&T NXX codes homed in that specific end office and is provided in conjunction with Type 2A Interconnection. Type 2B Interconnection is technically defined in Telcordia Technical Reference GR-145-CORE, Issue 2 May 1998, as it may be amended or replaced from time to time.

2. **CMRS Methods of Network Interconnection**

2.1 By mutual agreement of the Parties, trunk group arrangements between Carrier and AT&T shall be established in accordance with subsections below. Each Party will use commercially reasonable efforts to construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency.

2.1.1 Carrier will provide to AT&T the appropriate Operating Company Number (OCN) for each state as assigned by NECA and the Interexchange Access Customer (aka Access Customer Name and Abbreviation (ACNA)) as assigned by Telcordia.

2.1.2 Company Identifiers.

a. OCN and ACNA. Carrier shall provide AT&T with documentation identifying the OCN and ACNA assigned to be in the legal name as reflected in the preamble of this Agreement. The ACNA will be used to order services pursuant to this Agreement and will not be shared by Carrier with another entity.

b. If Carrier needs to change, add to, eliminate or convert its OCN(s), ACNAs and other identifying codes (collectively "Company Identifiers") under which it operates when Carrier has already been conducting business utilizing those Company Identifiers, Carrier shall pay all charges as a result of such change, addition, elimination or conversion to the new Company

Identifiers. Such charges include, but are not limited to, all time required to make system updates to all of Carriers records and any other changes to AT&T systems and will be handled in a separately negotiated agreement or as otherwise required by AT&T.

2.2 The following methods of network interconnection are available for the provisioning of CMRS Interconnection Service. Such CMRS Interconnections Service and associated methods of network interconnection are available only within AT&T's franchised service territory.

2.3 There are three methods of interconnecting facilities: (1) interconnection via facilities owned, provisioned and/or provided by either Party to the other Party; (2) physical collocation; and (3) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations. Type 1, Type 2A and Type 2B interconnection arrangements shall be purchased from AT&T's General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended. Rates, terms and conditions for both virtual and physical collocation may be provided in a separate collocation agreement or tariff.

2.4 The Parties will accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established to at least one AT&T tandem within every LATA Carrier desires to serve, or Carrier may elect to interconnect directly at an end office for interconnection to AT&T end users served by that end office. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 (SS7) connectivity is required at each interconnection point after Carrier implements SS7 capability within its own network. AT&T will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the AT&T Guidelines to Technical Publication, TR-TSV-000905. The Parties' facilities shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. In the event a Party interconnects via the purchase of facilities and/or services from the other Party, the appropriate intrastate tariff, as amended from time to time, will apply. In the event that such facilities are used for two-way interconnection, the appropriate recurring charges for such facilities will be shared by the Parties based upon percentages of traffic on such facilities.

2.5 Nothing herein shall prevent Carrier from utilizing existing collocation facilities for local interconnection; provided, however, that if Carrier orders new facilities for interconnection or rearranges any facilities presently used for its alternate access business in order to use such facilities for local interconnection hereunder and a AT&T charge is applicable thereto, AT&T shall only charge Carrier the lower of the interstate or intrastate tariffed rate or promotional rate.

2.6 When the Parties provide an access service connection between an Interexchange Carrier (IXC) and each other, each Party will provide its own access services to the IXC. If access charges are billed, each Party will bill its own access service rates to the IXC.

2.7 The ordering and provision of all services purchased from AT&T by Carrier shall be as set forth in the AT&T Wireless Customer Guide as that guide is amended by AT&T from time to time during the term of this Agreement. This guide may be found, as of the effective date of this agreement, at AT&T's Interconnection Web site: http://www.interconnection.bellsouth.com/

3 CMRS Interconnection Trunk Group Options

3.1 One-Way Trunk Group Arrangement

If Carrier elects to utilize a one-way trunking arrangement, the following will apply:

3.1.1 AT&T will provide and bear the cost of a one-way trunk group to provide for the delivery of Local Traffic from AT&T to Carrier's POI within AT&T's service territory and within the LATA, and Carrier will provide and bear the cost of trunk group's for the delivery of Carrier's originated Local Traffic and for the receipt and delivery of Transit Traffic to each AT&T tandem and end office at which the Parties interconnect.

3.2 Two-Way Trunk Group Arrangement

If the Parties mutually agree upon a two-way trunking arrangement, the following will apply:

3.2.1 AT&T and Carrier will share the cost of the two-way trunk group carrying both Parties' traffic proportionally when purchased via the General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended from time to time. AT&T will bear the cost of the two-way trunk group for the portion of the facility utilized for the delivery of AT&T originated Local Traffic to Carrier's POI within AT&T's service territory and within the LATA (calculated based on the number of minutes of traffic identified as AT&T's divided by the total minutes of use on the facility), and Carrier will provide and bear the cost of the two-way trunk group for all other traffic, including Transit Traffic.

3.3 If the Parties cannot agree upon a trunk group arrangement, AT&T will provide and bear the cost of a one-way trunk group to provide for the delivery of Local Traffic from AT&T to Carrier's POI within AT&T's service territory and within the LATA. Carrier will provide and bear the cost of one-way or two-way trunk group(s) for the delivery of all Carrier's originated traffic, and also the delivery and receipt of Transit Traffic.

4. CMRS Compensation and Billing

4.1 Local Traffic Compensation

4.1.1 Each Party will pay the other for terminating its Local Traffic on the other's network at the Local Interconnection rates as set forth in Attachment B1.1. These rates are reciprocal for mobile-to-land and land-to-mobile calls.

4.1.2 Local Traffic Measurement

4.1.2.1 If Carrier has recording capability, but recording limitations prohibit Carrier's ability to determine the amount of AT&T originated Local Traffic terminated to Carrier over two-way multi-use facilities, then upon Carrier's written request to the Invoice Payment Center (IPC), AT&T will provide to Carrier on a quarterly basis the percent of total terminating traffic to Carrier that was originated by AT&T. Such percent will be used by Carrier to bill AT&T for the AT&T Local Traffic for the following quarter. All AT&T originated traffic terminated to Carrier will be billed to AT&T as Local Traffic.

4.1.2.2 If Carrier has no recording capability and cannot determine the amount of AT&T originated traffic terminated to Carrier, a mutually agreed upon methodology for reciprocal billing percentages for Local Traffic will be used.

4.1.2.3 AT&T shall utilize actual traffic measurements as defined below, if available, to classify and bill Carrier for Carrier's originated Local Traffic terminating to AT&T. If AT&T is unable to measure actual traffic, AT&T shall apply the default percentage for local traffic to classify and bill traffic in accordance with this Section.

4.1.2.4 The Parties' traffic on AT&T's interLATA Extended Area Service (EAS) routes shall be considered Local Traffic and compensation for the termination of such traffic shall be pursuant to the terms of this Section. EAS routes are those exchanges within a Basic Local Calling Area, as defined in Section A3 of AT&T's General Subscriber Services Tariff.

4.2 Compensation For Facilities

4.2.1 Where one-way trunking is used, each Party will be solely responsible for the recurring and non-recurring cost of its facility up to the POI.

4.2.2 Where the Parties elect to utilize one-way trunking, Carrier will bear the cost for two-way interconnection facilities utilized for the delivery and receipt of Transit Traffic.

4.2.3 Where two-way trunking is mutually agreed upon, the Parties agree to share proportionately in the recurring costs of two-way interconnection facilities purchased via the General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended from time to time.

4.2.4 To determine the amount of compensation due to Carrier for interconnection facilities with two-way trunking for the transport of Local Traffic originating on AT&T's network and terminating on Carrier's network, Carrier will utilize the prior month's undisputed Local Traffic usage billed by AT&T and Carrier to develop the percent of AT&T originated Local Traffic.

4.2.5 AT&T will bill Carrier for the entire cost of the facility. Carrier will then apply the AT&T originated percent against the Local Traffic portion of the two-way interconnection facility charges billed by AT&T to Carrier. Carrier will invoice AT&T on a monthly basis the proportionate cost for the facilities utilized by AT&T.

4.2.6 Carrier will bear the cost for two-way interconnection facilities utilized for the delivery and receipt of Transit Traffic.

4.3 **Billing Charges**

4.3.1 The charges for Local Interconnection shall be billed monthly and payment for services provided is due on or before the next bill date.

4.3.2 Charges for terminating traffic will be based upon the actual conversation minutes of use (MOUs) measured from receipt of answer supervision to receipt of disconnect supervision, with such time accumulated at the end of the billing period and rounded up to the next whole minute.

4.4 **Billing Disputes**

4.4.1 Billing disputes shall be handled pursuant to the terms of this Section.

4.4.2 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. Notification of disputed charges must be provided within one (1) year from the time the charge was billed; previously undisputed charges more than one (1) year old shall not be disputed by either Party. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the sixty (60) day period to reach resolution, then the aggrieved Parties may pursue dispute resolution in accordance with the terms of this Agreement.

4.4.3 For purposes of this Section, a billing dispute means a dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. A billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes

of this Section. Once the billing dispute is resolved, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party pursuant to the billing dispute will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

4.4.4 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds that are not immediately available to the other Party, then a late payment charge shall be assessed. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

4.4.5 **Late Payment Charges**

4.4.6 Late payment charges shall be the lower of 1.5% per month or such other percent as specified by an appropriate state regulatory agency or required by law. For bills rendered by either Party for payment, the late payment charge for both Parties shall be applied any portion of the payment not received by the billing Party on or before the payment due date.

4.5 **Unbilled Charges**

4.5.1 All charges under this Agreement shall be billed within one (1) year from the time the charge was incurred; previously unbilled charges more than one (1) year old shall not be billed by either Party.

5 **CMRS Non-Local Traffic Interconnection and Compensation**

5.1 For terminating its Non-Local Traffic on the other Party's network, Carrier will pay either the access charges described in paragraph (B) hereunder or the transit charges described in paragraph (D) hereunder, as appropriate.

5.2 For terminating its intrastate or interstate interMTA Non-Local Traffic, Carrier shall pay intrastate or interstate, as appropriate, switched network access service rate elements on a per minute of use basis, which are set out in AT&T's intrastate Access Services Tariff or AT&T's F.C.C. No. 1 Tariff as those tariffs may be amended from time to time during the term of this Agreement.

5.3 AT&T supports the industry standard for the population of the Jurisdictional Information Parameter (JIP) in the call record for all Carrier originated intraMTA and interMTA traffic as set forth in ATIS' Network Interconnection Interoperability Forum reference document ATIS-0300011. For all traffic measurements AT&T will use JIP as the preferred method of call classification impacting usage billing to Carrier. If Carrier fails to populate JIP in accordance with the industry standard, originating NPA/NXX (calling party) will be used to classify interMTA-Interstate and interMTA-Intrastate for usage billing to Carrier.

5.4 If Non-Local Traffic originated by Carrier is delivered by AT&T for termination to the network of a Third Party Carrier, then AT&T will bill Carrier and Carrier shall pay a $.002 per minute transit charge for such

Transit Traffic (Transit Charge) from the effective date of this Agreement through June 29, 2010 increasing to $.003 on June 30, 2010 in addition to any charges that AT&T may be obligated to pay to the Third Party Carrier (Third Party Termination Charges). Third Party Termination Charges may change during the term of this Agreement, and the appropriate rate shall be the rate in effect when the traffic is terminated. AT&T shall not deliver Transit Traffic to Carrier for termination to a Third Party Carrier and, therefore, Carrier shall not bill AT&T any transit charges. Transit Traffic transiting AT&T's network to Carrier is not Local Traffic and Carrier shall not bill AT&T for Transit Traffic transiting AT&T's network. In addition, Traffic received by AT&T from an interexchange carrier for delivery to Carrier is not Local Traffic and Carrier shall not bill AT&T for such traffic. Except for Type 1 originated Transit Traffic, Carrier shall deliver its originated Transit Traffic to a AT&T tandem and not to a AT&T end office.

5.5 Where technically possible, AT&T shall periodically measure actual traffic measurements and shall apply such measurements to classify and bill traffic in each of the categories shown in subsection 5.6 below. AT&T may conduct periodic reviews of Carriers' actual traffic measurements and shall subsequently update the percentages for the aforementioned categories accordingly.

5.6 For Carriers that have not exchanged traffic with AT&T under a previous CMRS interconnection agreement or for traffic categories that are not technically feasible to measure, the associated default traffic classification percentage's set forth in this subsection will be used until such time actual traffic pattern's have been measured:

Carrier originated traffic to AT&T
- Local Traffic - 60%
- Non-Local InterMTA InterState Traffic- 3%
- Non-Local InterMTA IntraState Traffic- 3%
- Non-Local Transit Only Traffic- 27.2%
- Non-Local Transit Plus Third Party Termination Traffic – 6.8%

AT&T originated traffic to Carrier Local Traffic - 100%

5.7 For Carriers that have elected to exchange traffic with AT&T on Type 1 facilities only, the Parties may agree upon a surrogate method of classifying and billing such traffic, taking into consideration territory served (e.g., MTA boundaries, LATA boundaries and state boundaries) and traffic routing of the Parties, and such method shall replace the default percentages set forth above.

6 CMRS Access to 911/E911 Emergency Network

6.1 AT&T and Carrier recognize that 911 and E911 services were designed and implemented primarily as methods of providing emergency services to fixed location subscribers. While AT&T and Carrier recognize the need to

provide "911-like" service to mobile subscribers, both Parties recognize that current technological restrictions prevent an exact duplication of the services provided to fixed location customers. AT&T will route "911-like" calls received from Carrier to the emergency agency designated by Carrier for such calls. Carrier will provide the information necessary to AT&T so that each call may be properly routed and contain as much pertinent information as is technically feasible.

6.2 AT&T and Carrier recognize that the technology and regulatory requirements for the provision of "911-like" service by CMRS carriers are evolving and agree to modify or supplement the foregoing in order to incorporate industry accepted or regulatory mandated technical improvements to comply with applicable regulatory requirements.

7. **CMRS Access to Signaling and Signaling Databases**

7.1 SS7 Connectivity Provided by AT&T. AT&T will offer to Carrier use of its signaling network and signaling databases at AT&T's published tariffed rates. Signaling functionality will be available with both A-link and B-link connectivity.

7.2 Where interconnection is provided by AT&T via B-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge - AT&T shall not bill an STP port charge nor shall AT&T pay a port charge; 2) SS7 Network Usage - AT&T shall bill its tariffed usage charge and shall pay usage billed by the Carrier at rates not to exceed those charged by AT&T; 3) SS7 Link - AT&T will bill its tariffed charges for only two links of each quad ordered. Application of these charges in this manner is designed to reflect the reciprocal use of the Parties' signaling networks. Where interconnection is via A-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge - AT&T shall bill its tariffed STP port charge but shall not pay a termination charge at the Carrier's end office; 2) SS7 Network Usage - AT&T shall bill its tariffed usage charge but shall not pay for any usage; 3) SS7 Link - AT&T shall bill its tariffed charges for each link in the A-link pair but shall not pay the Carrier for any portion of those links.

7.3 SS7 Connectivity Through a Third Party Provider. A Carrier may obtain SS7 signaling from a Third-Party Provider of SS7 Signaling, for connecting to AT&T's SS7 systems. Such connections shall meet generally accepted industry technical standards (i.e., Telcordia's GR-246 CORE, Specifications of Signaling System Number 7). In such instances, each Party is responsible for its own SS7 signaling therefore, neither Party will bill the other charges associated with SS7 signaling messages, connections and terminations.

8. **CMRS Network Design and Management**

8.1 The Parties will work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. AT&T will provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

8.2 The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

8.3 The Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls to alleviate or prevent network congestion.

8.4 Network Congestion - When AT&T notifies carrier that capacity issues at any AT&T tandem, including but not limited to port capacity and processing capacity, require Carrier to add interconnection facilities to additional AT&T tandems or to AT&T end offices, the Parties agree to joint planning sessions through which the Parties will develop mutually acceptable plan(s) to alleviate such tandem capacity problems. Such mutually agreed to plans may include AT&T providing the necessary transport facilities past the tandem for Carrier to provide Type 2B interconnection and waving the charges for such facilities from the tandem to the end office provided however that Carrier agrees to compensate AT&T for the necessary interconnections facilities to the POI.

8.5 Tandem Traffic Volume – Where multiple AT&T tandems exist within a LATA, and where either Party has the capability to measure the amount of traffic between Carrier's switch and an interconnected AT&T tandem, then in the event that the amount of traffic delivered to end offices that sub-tend another specific AT&T tandem in the same LATA exceeds two DS1's (624,000 minutes of use) level of traffic per month for two consecutive month's, then Carrier shall install and retain interconnection trunks to such tandem, in addition to the existing AT&T tandem interconnection(s).

8.6 End Office Traffic Volume – Where either Party has the capability to measure the amount of traffic between Carrier's switch and a specific AT&T end office, in the event that the amount of traffic Carrier delivers to that end office exceeds one DS3's (6 million minutes of use) level of traffic per month for two consecutive months, then Carrier shall install and retain Type 2B interconnection trunks to such end office.

8.7 Interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, the Parties do intend to charge non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased. Parties who initiate SS7 STP changes may be charged authorized non-recurring fees from the appropriate tariffs.

8.8 The Parties will provide Common Channel Signaling (CCS) information to one another, where available and technically feasible, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and the Parties agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.

8.9 For network expansion, the Parties will review engineering requirements on a periodic basis and establish forecasts for trunk utilization as required by this Agreement. New trunk groups will be implemented as stated by engineering requirements for both Parties.

8.10 The Parties will provide each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing where AT&T provides recording capabilities. This exchange of information is required to enable each Party to bill properly.

9. CMRS Auditing Procedures

9.1 Upon thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the Parties. The Parties will retain billing information for a minimum of nine months from which the actual percentages of use, as described above, can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The applicable percentages shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit.

10. CMRS Meet Point Billing Option

10.1 Meet Point Billing (MPB), as supported by Multiple Exchange Carrier Access Billing (MECAB) guidelines, shall mean the exchange of billing data relating to jointly provided switched access calls and Transit Traffic at the tandem level but shall only apply to the following Third Party Carriers – 1) Interexchange Carriers (IXC), 2) Rural Incumbent Local Exchange Carriers (R-ILEC, ICO, or ITC), 3) Competitive Local Exchange Carriers (CLEC), or 4) Commercial Mobile Radio Services (CMRS) Providers uniquely identified in the Electronic Message Interface (EMI) 1101 call records in either the Carrier Identification Code (CIC) or

Operating Company Number (OCN) fields which are, respectively, fields 45 thru 49 and 167 thru 170 of the EMI record.

10.2 For purposes of MPB, any reference to Third Party Carriers shall include only those entities set forth in the preceding paragraph. MECAB refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of Switched Access Traffic and Transit Traffic at the tandem level provided by two or more telecommunications carriers. Subject to Carrier providing all necessary information, AT&T agrees to participate in MPB for Switched Access Traffic (as described in AT&T's Tariffs) and Transit Traffic when both the originating and terminating parties participate in MPB with AT&T. AT&T shall pass Electronic Message Interface (EMI) 1101 call records to Carrier at no charge. Depending on the delivery medium selected by Carrier, appropriate charges for that delivery medium will be applied. Notwithstanding the foregoing, for purposes of MPB, where either or both of the originating or terminating carrier of Transit Traffic does not have MPB capability or refuses to participate in MPB with respect to such Transit Traffic, Section 5 will apply and this Section shall not apply to Carrier with respect to such Third Party Carrier. In such event, Carrier shall be responsible for all costs and charges incurred by AT&T under this Section.

10.3 Information required from carriers participating in MPB with AT&T includes, but is not limited to:

(i) Regional Accounting Office code (RAO)
(ii) Operating Company Number (OCN) per state for each entity to be billed. If an OCN is not available for each billed entity, AT&T will only render a bill to Carrier.
(iii) a unique Access Carrier Name Abbreviation (ACNA)
(iv) Percent Interstate Usage
(v) Percent Local Usage
(vi) 800 Service Percent Interstate Usage or default of 50%
(vii) Billing Interconnection Percentage
(viii) Screening Telephone Number (STN) for each interconnection trunk group from Carrier's dedicated NXX that sub-tends a BST Tandem in the interconnected LATA and is within the same Numbering Plan Area (NPA) as the exchange where the Carriers AT&T CMRS Type 2A trunk interconnection exists.

10.4 A default Billing Interconnection Percentage (BIP) of **0% AT&T** and **100% Carrier** will be used if Carrier does not file with NECA to establish a BIP other than default. Carrier must support MPB for all Switched Access Traffic and Transit Traffic, at the tandem level, in

accordance with Mechanized MECAB guidelines. The Parties acknowledge that the exchange of 1150 records will not be required.

10.5 MPB will be provided for Switched Access Traffic and Transit Traffic at the tandem level only. NPA/NXX codes for MPB must be associated with a point of interconnection (POI) that physically resides within AT&T's franchised service area, has a Common Language Location Identification (CLLI) that sub-tends a AT&T tandem and has a rate center that sub-tends the same AT&T tandem. Parties utilizing MPB must subscribe to tandem level interconnections with AT&T and must deliver all Transit Traffic to AT&T over such tandem level interconnections. Additionally, exchange of records will necessitate both the originating and terminating networks to subscribe to dedicated NXX codes, which can be identified as belonging to the originating and terminating network. NPA/NXX codes are presented in the Local Exchange Routing Guide (LERG) in association with a specific switch CLLI. Under national programming rules associated with Carrier Access Billing Systems (CABS), each CLLI is associated with a single rate center. Additionally, (i) if the Carrier has Type 2A and Non-Type 2A NPA/NXX codes associated with a single CLLI or, (ii) if the Type 2A NPA/NXX code or CLLI home on a non-AT&T SHA "00" tandem or are in a disassociated LATA, then those NPA/NXX codes and CLLI codes will not be included in MPB, and Switched Access Traffic and Transit Traffic associated with those NPA/NXX codes will continue to be billed in accordance with the provisions of Section 5. When converting to MPB, if Carrier has NPA/NXX codes with more than a single rate center terminating to a given CLLI, Carrier must provide AT&T with information stating which AT&T rate center will be associated with NPA/NXX. If Carrier does not provide the rate center, AT&T will determine the AT&T rate center that will be applied to the CLLI. MPB is not available when the tandem at which the Parties have interconnected does not have the capability to measure actual traffic.

10.6 In a MPB environment, when Carrier utilizes services provided by AT&T that are necessary to deliver certain types of calls (e.g. Local Number Portability queries and 800 Data Base queries), Carrier will be billed applicable charges as set forth in AT&T's federal or state access tariffs, as appropriate. In the alternative, Carrier may perform the appropriate database queries prior to delivery of such traffic to AT&T.

10.7 Participation in MPB is outside the reciprocal compensation requirements of this Agreement. Under MPB, Carrier will compensate AT&T at the rate set forth in 16 of this Agreement for Carrier originated Transit Traffic. Meet Point Billing to IXCs for jointly provided switched access traffic will be consistent with the most current MECAB billing guidelines.

10.8 Exchange of records will begin no earlier than ninety days from the later of the date the contract is signed or the date that all necessary information as defined above is provided. Once Carrier sets up MPB arrangements for Transit Traffic, Transit Traffic will be subject to only the per minute

Transit Charge (or such other rate ordered by the state), and Third Party Termination Charges shall not apply. Notwithstanding the foregoing, in the event Carrier utilizes AT&T's network to deliver Transit Traffic to a Third Party Carrier that does not accept traffic from AT&T as Transit Traffic and has not, or will not, agree to MPB arrangements with Carrier for such Transit Traffic, AT&T shall have the right to bill and collect from Carrier any amounts AT&T pays to the Third Party Carrier for termination of Carrier's Transit Traffic. MPB as described assumes Carrier will enter into interconnection or traffic exchange agreements with Third Party Carriers who terminate traffic originated by Carrier. Carrier will be liable to AT&T for any charges, costs and fees AT&T may incur for delivering Carrier's Transit Traffic.

10.9 Notwithstanding anything to the contrary, to the extent Carrier and AT&T are parties to any settlement agreement relating to the exchange of Transit Traffic from Carrier to any independent telephone company, the Parties shall comply with the compensation provisions of such settlement agreement during the term thereof, as well as with any provisions of this Agreement that are not in conflict with such settlement agreement. Upon expiration of any such settlement agreement, the terms of this Section and the compensation payable hereunder shall control.

ATTACHMENT A

Network Managers	Market Name	State	Call Sign

Example of CMRS Wireless Ventures License Subsidiary I, L.L.C.	*Biloxi-Gulfport-Pascagoula, MS*	*MS*	*KNLF123*
Example of CMRS Wireless Ventures License Subsidiary I, L.L.C.	*Fort Walton Beach, FL*	*FL*	*KNLF456*

Note: For Corporate Entities only the name is required.

Attachment 3B

Network Interconnection - CLEC

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NETWORK INTERCONNECTION - CLEC

1 CLEC General

1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local Traffic), ISP-Bound Traffic, and exchange access (Switched Access Traffic) on the following terms:

2 CLEC Definitions: (For the purpose of this Attachment)

For purposes of this attachment only, the following terms shall have the definitions set forth below:

2.1 **Automatic Location Identification (ALI)** is a feature by which the address associated with the calling party's telephone number (ANI) is forwarded to the PSAP for display. Access to the ALI database is described in Attachment 2 to this Agreement.

2.2 **Automatic Number Identification (ANI)** corresponds to the seven-digit telephone number assigned by the serving local exchange carrier.

2.3 **AT&T Trunk Group** is defined as a one-way trunk group carrying AT&T originated traffic to be terminated by <<customer_short_name>>.

2.4 **911 Service** is as described in this Attachment.

2.5 **Call Termination** has the meaning set forth for "termination" in 47 C.F.R. § 51.701(d).

2.6 **Call Transport** has the meaning set forth for "transport" in 47 C.F.R. § 51.701(c).

2.7 **Call Transport and Termination** is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.

2.8 **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred herein must be entered into the The Telcordia® LERG™ Routing Guide (LERG).

2.9 **Dedicated Interoffice Facility** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching within the LATA on the other Party's network.

2.10 **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

2.11 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.

2.12 **Final Trunk Group** is defined as the last choice trunk group between two (2) switches for which there is no alternate route.

2.13 **Integrated Services Digital Network User Part (ISUP)** is a message protocol to support call set-up and release for interoffice voice connections over SS7 signaling.

2.14 **Interconnection Point (IP)** is the physical telecommunications equipment interface that interconnects the networks of AT&T and <<customer_short_name>> for the exchange of telecommunications traffic between the Parties.

2.15 **IntraLATA Toll Traffic** is as defined in this Attachment.

2.16 **ISP-Bound Traffic** is as defined in this Attachment.

2.17 **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and the IP's Serving Wire Center.

2.18 **Local Traffic** is as defined in this Attachment.

2.19 **Public Safety Answering Point (PSAP)** is the answering location for 911 calls.

2.20 **Selective Routing (SR)** is a standard feature that routes an E911 call from the tandem to the designated PSAP based upon the address of the ANI of the calling party.

2.21 **Serving Wire Center (SWC)** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP.

2.22 **Signaling System 7 (SS7)/Common Channel Signaling 7 (CCS7)** is an out-of-band signaling system used to provide basic routing information, call set-up and other call termination functions. Signaling is removed from the voice channel and put on a separate data network.

2.23 **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.

2.24 **Transit Traffic** is traffic originating on <<customer_short_name>>'s network that is switched and/or transported by AT&T and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by AT&T and delivered to <<customer_short_name>>'s network.

3 CLEC Network Interconnection

3.1 This Attachment pertains only to the provision of network interconnection where <<customer_short_name>> owns, leases from a third party or otherwise provides its own switch(es).

3.2 Network interconnection may be provided by the Parties at any technically feasible point within AT&T's network. Requests to AT&T for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request (BFR/NBR) Process set forth in Attachment 11.

3.2.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within AT&T's serving territory in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. In selecting the IP, both Parties will act in good faith and select the point that is most efficient for both Parties.

3.2.2 Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. Subject to the requirements for installing additional IPs, as set forth below, any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs and will not require re-grooming. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between each other, the Parties shall mutually agree to the location of IP(s). If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish a single IP in the LATA for the delivery of its originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the other Party for Call Transport and Termination by the terminating Party.

3.2.3 Additional IP(s) in a LATA may be established by mutual agreement of the Parties. Notwithstanding the foregoing, additional IP(s) in a particular LATA shall be established, at the request of either Party, when the Local Traffic and ISP-Bound Traffic exceeds eight point nine (8.9) million minutes per month for three (3) consecutive months at the proposed location of the additional IP. AT&T will not request the establishment of an IP in an AT&T Central Office where physical or virtual collocation space is not available or where AT&T fiber connectivity is not available. When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-Bound

Traffic and IntraLATA Toll Traffic the Parties must agree to the location of the IP(s).

3.3 Interconnection via Dedicated Facilities

3.3.1 Local Channel Facilities. As part of Call Transport and Termination, the originating Party may obtain Local Channel facilities from the terminating Party. The percentage of Local Channel facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as set forth in this Attachment. The charges applied to the percentage of Local Channel facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF factor are as set forth in Exhibit A. The remaining percentage of Local Channel facilities shall be billed at AT&T's intrastate Access Services Tariff or BellSouth's FCC No. 1 Tariff rates.

3.3.2 Dedicated Interoffice Facilities. As a part of Call Transport and Termination, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the PLF factor as set forth in this Attachment. The charges applied to the percentage of the Dedicated Interoffice Facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF factor are as set forth in Exhibit A. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at AT&T's intrastate Access Services Tariff or BellSouth's FCC No. 1 Tariff rates.

3.4 Fiber Meet. Notwithstanding Sections 3.2.1, 3.2.2, and 3.2.3 above, if <<customer_short_name>> elects to establish interconnection with AT&T pursuant to a Fiber Meet Local Channel, <<customer_short_name>> and AT&T shall jointly engineer, operate and maintain a Synchronous Optical Network (SONET) transmission system by which they shall interconnect their transmission and routing of Local Traffic and ISP-Bound Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, <<customer_short_name>>'s SONET transmission system must be compatible with AT&T's equipment, and the Data Communications Channel (DCC) must be turned off.

3.4.1 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.

3.4.2 The Parties shall agree to a Fiber Meet point between the AT&T Serving Wire Center and the <<customer_short_name>> Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet point. AT&T shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type CLLI code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.

3.4.3 Upon verbal request by <<customer_short_name>>, AT&T shall allow <<customer_short_name>> access to the fusion splice point for the Fiber Meet point for maintenance purposes on <<customer_short_name>>'s side of the Fiber Meet point.

3.4.4 Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic and ISP-Bound Traffic. The percentage of Local Channel facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the PLF factor as set forth in this Attachment. The charges applied to the percentage of Local Channel facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF factor are as set forth in Exhibit A. The remaining percentage of Local Channel facilities shall be billed at AT&T's applicable access tariff rates. Charges for switched and special access services shall be billed in accordance with the applicable AT&T intrastate Access Services Tariff and or BellSouth's FCC No. 1 Tariff.

4 CLEC Interconnection Trunk Group Architectures

4.1 AT&T and <<customer_short_name>> shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Attachment**.** For trunking purposes, traffic will be routed based on the digits dialed by the originating end user and in accordance with the LERG.

4.2 <<customer_short_name>> shall establish an interconnection trunk group(s) to at least one (1) AT&T access tandem within the LATA for the delivery of <<customer_short_name>>'s originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and for the receipt and delivery of Transit Traffic. To the extent <<customer_short_name>> desires to deliver Local Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic and/or Transit Traffic to AT&T access tandems within the LATA, other than the tandems(s) to which <<customer_short_name>> has established interconnection trunk groups, <<customer_short_name>> shall pay the appropriate rates for Multiple Tandem Access, as described in this Attachment.

4.2.1 Notwithstanding the forgoing, <<customer_short_name>> shall establish an interconnection trunk group(s) to all AT&T access and local tandems in the LATA where <<customer_short_name>> has homed (i.e., assigned) its NPA/NXXs. <<customer_short_name>> shall home its NPA/NXXs on the AT&T tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each AT&T tandem is defined in the LERG. <<customer_short_name>> shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.

4.3 Switched access traffic will be delivered to and from IXCs based on <<customer_short_name>>'s NXX access tandem homing arrangement as specified by <<customer_short_name>> in the LERG.

4.4 Any <<customer_short_name>> interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to <<customer_short_name>> from an AT&T switch, and (3) requires special AT&T switch translations and other network modifications will require <<customer_short_name>> to submit a BFR/NBR via the BFR/NBR Process as set forth in Attachment 11.

4.5 Recurring and nonrecurring rates associated with interconnecting trunk groups between AT&T and <<customer_short_name>> are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate AT&T intrastate Access Services Tariff or BellSouth's FCC No. 1 Tariff.

4.6 For two-way trunk groups that carry only both Parties' Local Traffic, the Parties shall be compensated at fifty percent (50%) of the nonrecurring and recurring rates for dedicated trunks and DS1 facilities. <<customer_short_name>> shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.

4.7 All trunk groups will be provisioned as SS7 capable where technically feasible. If SS7 is not technically feasible, multi-frequency (MF) protocol signaling shall be used.

4.8 In cases where <<customer_short_name>> is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).

4.9 Each Party shall order interconnection trunks and trunk group including trunk and trunk group augmentations via the Access Service Request (ASR) process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable Performance Measures. Notwithstanding the foregoing, blocking situations and projects shall be managed through AT&T's Carrier Interconnection Switching Center (CISC) Project Management Group and <<customer_short_name>>'s equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a new trunk group or (2) a request for more than one hundred ninety-two (192) trunks on a single or multiple group(s) in a given AT&T local calling area.

4.10 Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic

4.10.1 Upon mutual agreement of the Parties in a joint planning meeting, the Parties shall exchange Local Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. <<customer_short_name>> shall order such two-way trunks via the ASR process. AT&T will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts in accordance with Section 6 below. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the other Party. Other trunk groups for operator services, directory assistance and intercept must be established pursuant to AT&T's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff.

4.10.2 AT&T Access Tandem Interconnection. AT&T Access Tandem interconnection at a single Access Tandem provides access to those End Offices subtending that access tandem (Intratandem Access). Access Tandem interconnection is available for any of the following access tandem architectures:

4.10.2.1 Basic Architecture. In the basic architecture, <<customer_short_name>>'s originating Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between <<customer_short_name>> and AT&T Access Tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between <<customer_short_name>> and ICOs, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with AT&T, and other network providers with which <<customer_short_name>> desires to exchange traffic. This trunk group also carries <<customer_short_name>> originated Transit Traffic transiting a single AT&T Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. AT&T originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to <<customer_short_name>>. The LERG contains current routing and tandem serving arrangements. The basic Architecture is illustrated in Exhibit B.

4.10.2.2 One-Way Trunk Group Architecture. In one-way trunk group architecture, the Parties interconnect using three (3) separate trunk groups. A one-way trunk group provides Intratandem Access for <<customer_short_name>>-originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic destined for AT&T end users. A second one-way trunk group carries AT&T-originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic destined for

<<customer_short_name>> end users. A two-way trunk group provides Intratandem Access for <<customer_short_name>>'s originating and terminating Transit Traffic. This trunk group carries Transit Traffic between <<customer_short_name>> and ICOs, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with AT&T, and other network providers with which <<customer_short_name>> exchanges traffic. This trunk group also carries <<customer_short_name>> originated Transit Traffic transiting a single AT&T Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. AT&T originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to <<customer_short_name>>. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.

4.10.2.3 Two-Way Trunk Group Architecture. The two-way trunk group Architecture establishes one (1) two-way trunk group to provide Intratandem Access for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between <<customer_short_name>> and AT&T. In addition, a separate two-way transit trunk group must be established for <<customer_short_name>>'s originating and terminating Transit Traffic. This trunk group carries Transit Traffic between <<customer_short_name>> and ICOs, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with AT&T, and other network providers with which <<customer_short_name>> exchanges traffic. This trunk group also carries <<customer_short_name>> originated Transit Traffic transiting a single AT&T Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. AT&T originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to <<customer_short_name>>. However, where <<customer_short_name>> is responsive in a timely manner to AT&T's transport needs for its originated traffic, AT&T originating traffic will be placed on the two-way Local Traffic trunk group carrying ISP-Bound Traffic and IntraLATA Toll Traffic. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

4.10.2.4 Supergroup Architecture. In the supergroup architecture, the Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and <<customer_short_name>>'s Transit Traffic are exchanged on a single two-way trunk group between <<customer_short_name>> and AT&T to provide Intratandem Access to <<customer_short_name>>. This trunk group carries Transit Traffic between <<customer_short_name>> and ICOs, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with AT&T, and other network providers with which <<customer_short_name>> desires to exchange traffic. This trunk group also carries <<customer_short_name>> originated Transit Traffic transiting a single AT&T Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. AT&T originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk

group terminating to <<customer_short_name>>. However, where <<customer_short_name>> is responsive in a timely manner to AT&T's transport needs for its originated traffic, AT&T originating traffic will be placed on the Supergroup. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable AT&T tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit E.

4.10.2.5 Multiple Tandem Access (MTA) Interconnection

4.10.2.5.1 Where <<customer_short_name>> does not choose access tandem interconnection at every AT&T Access Tandem within a LATA, <<customer_short_name>> must utilize AT&T's MTA interconnection. To utilize MTA <<customer_short_name>> must establish an interconnection trunk group(s) at a minimum of one (1) AT&T Access Tandem within each LATA as required. AT&T will route <<customer_short_name>>'s originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic for LATA wide transport and termination. <<customer_short_name>> must also establish an interconnection trunk group(s) at all AT&T Access Tandems where <<customer_short_name>> NXXs are homed as described in Section 4.2.1 above. If <<customer_short_name>> does not have NXXs homed at any particular AT&T Access Tandem within a LATA and elects not to establish an interconnection trunk group(s) at such AT&T Access Tandem, <<customer_short_name>> can order MTA in each AT&T Access Tandem within the LATA where it does have an interconnection trunk group(s) and AT&T will terminate <<customer_short_name>>'s Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to end users served through those AT&T Access Tandems where <<customer_short_name>> does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with AT&T's Ordering Guidelines.

4.10.2.5.2 <<customer_short_name>> may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the AT&T network to an IXC. Switched access traffic originated by or terminated to <<customer_short_name>> will be delivered to and from IXCs based on <<customer_short_name>>'s NXX access tandem homing arrangement as specified by <<customer_short_name>> in the LERG.

4.10.2.5.3 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A and shall be billed in addition to any Call Transport and Termination charges.

4.10.2.5.4 To the extent <<customer_short_name>> does not purchase MTA in a LATA served by multiple Access Tandems, <<customer_short_name>> must establish an interconnection trunk group(s) to every Access Tandem in the LATA to serve the entire LATA. To the extent <<customer_short_name>> routes its traffic in

such a way that utilizes AT&T's MTA service without properly ordering MTA, <<customer_short_name>> shall pay AT&T the associated MTA charges.

4.10.3 Local Tandem Interconnection

4.10.3.1 Local Tandem Interconnection arrangement allows <<customer_short_name>> to establish an interconnection trunk group(s) at AT&T local tandems for: (1) the delivery of <<customer_short_name>>-originated Local Traffic and ISP-Bound Traffic transported and terminated by AT&T to AT&T End Offices served by those AT&T local tandems, and (2) for local Transit Traffic transported by AT&T for third party network providers who have also established an interconnection trunk group(s) at those AT&T local tandems.

4.10.3.2 When a specified local calling area is served by more than one (1) AT&T local tandem, <<customer_short_name>> must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, <<customer_short_name>> may choose to establish an interconnection trunk group(s) at the AT&T local tandems where it has no codes homing but is not required to do so. <<customer_short_name>> may deliver Local Traffic and ISP-Bound Traffic to a "home" AT&T local tandem that is destined for other AT&T or third party network provider end offices subtending other AT&T local tandems in the same local calling area where <<customer_short_name>> does not choose to establish an interconnection trunk group(s). It is <<customer_short_name>>'s responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to <<customer_short_name>>'s codes. Likewise, <<customer_short_name>> shall obtain its routing information from the LERG.

4.10.3.3 Notwithstanding establishing an interconnection trunk group(s) to AT&T's local tandems, <<customer_short_name>> must also establish an interconnection trunk group(s) to AT&T Access Tandems within the LATA on which <<customer_short_name>> has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access and toll traffic, and traffic to Type 2A CMRS connections located at the Access Tandems. AT&T shall not switch SWA traffic through more than one AT&T access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the AT&T Access Tandem for completion. (Type 2A CMRS interconnection is defined in Section A35 of AT&T's GSST).

4.10.3.4 AT&T's provisioning of Local Tandem Interconnection assumes that <<customer_short_name>> has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.

4.10.4 Direct End Office-to-End Office Interconnection

4.10.4.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the terminating Party on a direct end office-to-end office basis.

4.10.4.2 The Parties shall utilize direct end office-to-end office trunk groups under any one (1) of the following conditions:

4.10.4.2.1 Tandem Exhaust. If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between <<customer_short_name>> and AT&T.

4.10.4.2.2 Traffic Volume. To the extent either Party has the capability to measure the amount of traffic between <<customer_short_name>>'s switch and an AT&T End Office and where such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month, then the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

4.10.4.2.3 Mutual Agreement. The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above.

4.10.5 Transit Traffic Trunk Group

4.10.5.1 Transit Traffic trunks can either be two-way trunks or two (2) one-way trunks ordered by <<customer_short_name>> to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at AT&T Access and Local Tandems provides Intratandem Access to the third parties also interconnected at those tandems. <<customer_short_name>> shall be responsible for all recurring and nonrecurring charges associated with Transit Traffic trunks and facilities.

4.10.5.2 Toll Free Traffic

4.10.5.2.1 If <<customer_short_name>> chooses AT&T to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from AT&T's switches, all <<customer_short_name>> originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

4.10.5.2.2 <<customer_short_name>> may choose to perform its own Toll Free database queries from its switch. In such cases, <<customer_short_name>> will determine the nature (local/intraLATA/interLATA) of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the call is an AT&T local or intraLATA Toll Free call, <<customer_short_name>> will route the post-query local or IntraLATA converted ten (10)-digit local number to AT&T over the local or intraLATA trunk group. If the call is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, <<customer_short_name>> will route the post-query local or intraLATA converted ten (10)-digit local number to AT&T over the Transit Traffic Trunk Group and <<customer_short_name>> shall provide to AT&T a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, <<customer_short_name>> will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to <<customer_short_name>>'s network but that are connected to AT&T's Access Tandem.

4.10.5.2.3 All post-query Toll Free calls for which <<customer_short_name>> performs the SSP function, if delivered to AT&T, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend an AT&T Access Tandem within the LATA.

5 CLEC Network Design And Management For Interconnection

5.1 Network Management and Changes. The Parties will exchange toll-free maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.

5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS1 pursuant to Telcordia Standard No. GR-NWT-00499. Where <<customer_short_name>> chooses to utilize SS7 signaling, also known as CCS7, SS7 connectivity is required between the <<customer_short_name>> switch and the AT&T STP. AT&T will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the AT&T Guidelines to Technical Publication, GR-905-Core. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.

5.3 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.

6 CLEC Forecasting for Trunk Provisioning

6.1 Within six (6) months after execution of this Agreement, <<customer_short_name>> shall provide an initial interconnection trunk group forecast for each LATA in which it plans to provide service within AT&T's Southeast region. Upon receipt of <<customer_short_name>>'s forecast, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed Confidential Information under the General Terms and Conditions.

6.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, <<customer_short_name>>-to-AT&T one-way trunks (<<customer_short_name>> Trunks), AT&T-to-<<customer_short_name>> one-way trunks (AT&T Trunk Groups) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six (6) months and shall include an estimate of the current year plus the next two (2) years total forecasted quantities. The Parties shall mutually develop AT&T Trunk Groups and/or two-way interconnection trunk forecast quantities.

6.1.2 All forecasts shall include, at a minimum, Access Carrier Terminal Location (ACTL), trunk group type (e.g., local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for <<customer_short_name>> location and AT&T location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).

6.2 Once initial interconnection trunk forecasts have been developed, <<customer_short_name>> shall continue to provide interconnection trunk forecasts at mutually agreeable intervals. <<customer_short_name>> shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. The Parties shall continue to develop Reciprocal Trunk Group and/or two-way interconnection trunk forecasts as described in Section 6.1.1 above.

6.3 The submission and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.

6.4 Trunk Utilization

6.4.1 For the AT&T Trunk Groups that are Final Trunk Groups (AT&T Final Trunk Groups), AT&T and <<customer_short_name>> shall monitor traffic on each AT&T Final Trunk Group that is ordered and installed. The Parties agree that the AT&T Final Trunk Groups will be utilized at sixty percent (60%) of the time consistent busy hour utilization level within ninety (90) days of installation. The Parties agree that the AT&T Final Trunk Groups will be utilized at eighty percent (80%) of the time consistent busy hour utilization level within one hundred eighty (180) days of installation. Any AT&T Final Trunk Group not meeting the minimum thresholds set forth in this Section are defined as "under-utilized" trunks. Subject to Section 6.4.2 below, AT&T may disconnect any under-utilized AT&T Final Trunk Groups and <<customer_short_name>> shall refund to AT&T the associated nonrecurring and recurring trunk and facility charges paid by AT&T, if any.

6.4.2 AT&T's CISC will notify <<customer_short_name>> of any under-utilized AT&T Trunk Groups and the number of such trunk groups that AT&T wishes to disconnect. AT&T will provide supporting information either by email or facsimile to the designated <<customer_short_name>> interface. <<customer_short_name>> will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which <<customer_short_name>> expects to need such trunks. AT&T's CISC Project Manager and Circuit Capacity Manager (CCM) will discuss the information with <<customer_short_name>> to determine if agreement can be reached on the number of AT&T Final Trunk Groups to be removed. If no agreement can be reached, AT&T will issue disconnect orders to <<customer_short_name>>. The due date of these orders will be four (4) weeks after <<customer_short_name>> was first notified in writing of the underutilization of the trunk groups.

6.4.3 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

6.4.4 For the two-way trunk groups, AT&T and <<customer_short_name>> shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within ninety (90) days of the installation of the AT&T two-way trunk or trunks, the trunks will be utilized at 60 percent (60%) of the time consistent busy hour utilization level. The Parties agree that within one hundred eighty (180) days of the installation of a trunk or trunks, the trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as "under-utilized" trunks. AT&T will request the

disconnection of any under-utilized two-way trunk(s) and <<customer_short_name>> shall refund to AT&T the associated nonrecurring and recurring trunk and facility charges paid by AT&T, if any.

6.4.4.1 AT&T's CISC will notify <<customer_short_name>> of any under-utilized two-way trunk groups and the number of trunks that AT&T wishes to disconnect. AT&T will provide supporting information either by email or facsimile to the designated <<customer_short_name>> interface. <<customer_short_name>> will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the two-way trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which <<customer_short_name>> expects to need such trunks. AT&T's CISC Project Manager and CCM will discuss the information with <<customer_short_name>> to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, <<customer_short_name>> will issue disconnect orders to AT&T. The due date of these orders will be four (4) weeks after <<customer_short_name>> was first notified in writing of the under-utilization of the trunk groups.

6.4.4.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

7 CLEC Local Dialing Parity

7.1 AT&T and <<customer_short_name>> shall provide local and toll dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays. Dialing parity shall be provided for all originating Telecommunications Services that require dialing to route a call.

8 CLEC Interconnection Compensation

8.1 Compensation for Call Transport and Termination for Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic

8.1.1 For the purposes of this Attachment and for intercarrier compensation for Local Traffic exchanged between the Parties pursuant to this Attachment, Local Traffic is defined as any telephone call that originates from one Party's customer located in one exchange and terminates to the other Party's customer in either the same exchange, or other local calling area associated with the originating calling party's exchange as defined and specified in Section A3 of AT&T's GSST.

8.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.

8.1.2 For purposes of this Attachment and for intercarrier compensation for ISP-Bound Traffic exchanged between the Parties, ISP-Bound Traffic is defined as calls to an information service provider or Internet Service Provider (ISP) that are dialed by using a local dialing pattern (seven (7) or ten (10) digits) by a calling party in one (1) exchange to an ISP server or modem in either the same exchange or other local calling area associated with the originating exchange as defined and specified in Section A3 of AT&T's GSST. ISP-Bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.

8.1.3 Neither Party shall pay compensation to the other Party for per minute of use rate elements as set forth in Exhibit A associated with the Call Transport and Termination of Local Traffic or ISP-Bound Traffic.

8.1.4 The appropriate elemental rates set forth in Exhibit A shall apply for Transit Traffic as described in this Attachment and for MTA as described in this Attachment.

8.1.5 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-Bound Traffic for purposes of determining compensation for the call. If <<customer_short_name>> delivers Switched Access Traffic to AT&T for termination in violation of this Section, AT&T shall charge <<customer_short_name>> terminating switched access charges as set forth in AT&T's Intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff, as appropriate. Additionally, such delivery of traffic shall constitute improper use of AT&T facilities as set forth in Section 1.5.2 of Attachment 7 of this Agreement.

8.1.6 IntraLATA Toll Traffic is defined as all traffic, regardless of transport protocol method, that originates and terminates within a single LATA that is not Local Traffic or ISP-Bound traffic under this Attachment.

8.1.6.1 For terminating its intraLATA toll traffic on the other Party's network, the originating Party will pay the terminating Party AT&T's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in AT&T's intrastate Access Services Tariffs and/or BellSouth's FCC No. 1 Tariff as filed and in effect with the FCC or appropriate Commission. The appropriate charges will be determined by the routing of the call. Additionally, if one (1) Party is the other Party's customer's presubscribed interexchange carrier or if one (1) Party's customer uses the other Party as an interexchange carrier on a 101XXXX basis, the originating party will charge the other Party the appropriate AT&T originating switched access tariff rates as set forth in AT&T's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff as filed and in effect with the FCC or appropriate Commission.

8.1.7 If <<customer_short_name>> assigns NPA/NXXs to specific AT&T rate centers within the LATA and assigns numbers from those NPA/NXXs to

<<customer_short_name>> customer physically located outside of that LATA, AT&T traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a <<customer_short_name>> customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, <<customer_short_name>> agrees to identify such interLATA traffic to AT&T and to compensate AT&T for originating and transporting such interLATA traffic to <<customer_short_name>> at BellSouth's FCC No. 1 Tariff rates.

8.2 If <<customer_short_name>> does not identify such interLATA traffic to AT&T, AT&T will determine which whole <<customer_short_name>> NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in AT&T's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff. AT&T shall make appropriate billing adjustments if <<customer_short_name>> can provide sufficient information for AT&T to determine whether or not said traffic is Local or ISP-Bound Traffic.

8.3 Jurisdictional Reporting

8.3.1 Percent Local Use (PLU). Each Party shall report to the other a PLU factor. The application of the PLU will determine the amount of local or ISP-Bound minutes to be billed to the other Party. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month based on local and ISP-Bound usage for the past three (3) months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide.

8.3.2 Percent Local Facility (PLF). Each Party shall report to the other a PLF factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLF calculation and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide.

8.3.3 Percent Interstate Usage (PIU). Each Party shall report to the other the projected PIU factors, including but not limited to PIU associated with facilities (PIUE) and Terminating PIU (TPIU) factors. The application of the PIU will determine the respective interstate traffic percentages to be billed at BellSouth's FCC No. 1 Tariff rates. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in AT&T's intrastate Access Services Tariff will apply to <<customer_short_name>>. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF

factors will be used for application and billing of local traffic and facilities. The intrastate toll traffic shall be billed at AT&T's intrastate Access Services Tariff rates. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month, for all services showing the percentages of use for the past three (3) months ending the last day of December, March, June and September. Additional requirements associated with PIU calculations and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide.

8.3.4 Notwithstanding the provisions in Sections 8.3.1, 8.3.2, and 8.3.3 above, where AT&T has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at AT&T's option, be utilized to determine the appropriate jurisdictional reporting factors (i.e., PLU, PIU, and/or PLF), in lieu of those provided by <<customer_short_name>>. In the event that AT&T opts to utilize its own data to determine jurisdictional reporting factors, AT&T shall notify <<customer_short_name>> at least fifteen (15) days prior to the beginning of the calendar quarter in which AT&T will begin to utilize its own data.

8.3.5 Audits. On thirty (30) days written notice, <<customer_short_name>> must provide AT&T the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. <<customer_short_name>> shall retain records of call detail for a minimum of nine (9) months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by <<customer_short_name>>. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by an independent auditor chosen by AT&T. The audited factor (PLF, PLU and/or PIU) shall be adjusted based upon the audit results and shall apply to the usage for the audited period through the time period when the audit is completed, to the usage for the quarter prior to the audit period, and to the usage for the two (2) quarters following the completion of the audit. If, as a result of an audit, <<customer_short_name>> is found to have overstated the PLF, PLU and/or PIU by twenty percentage points (20%) or more, <<customer_short_name>> shall reimburse AT&T for the cost of the audit.

8.4 Compensation for IntraLATA 8XX Traffic. <<customer_short_name>> shall pay the appropriate switched access charges set forth in the AT&T's intrastate Access Services tariff and/or BellSouth's FCC No. 1 Tariff. <<customer_short_name>> will pay AT&T the database query charge as set forth in the applicable AT&T intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff. <<customer_short_name>> will be responsible for any applicable Common Channel Signaling (SS7) charges.

8.4.1 Records for 8XX Billing. Where technically feasible, each Party will provide to the other Party the appropriate records, in accordance with industry standards,

necessary for billing intraLATA 8XX providers. The records provided will be in a standard EMI format.

8.4.2 8XX Toll Free Dialing Ten Digit Screening Service (8XX TFD). AT&T's provision of 8XX TFD to <<customer_short_name>> requires interconnection from <<customer_short_name>> to AT&T's 8XX Signal Channel Point. Such interconnections shall be established pursuant to AT&T's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. <<customer_short_name>> shall establish SS7 interconnection at the AT&T LSTPs serving the AT&T 8XX Signal Channel Points that <<customer_short_name>> desires to query. The terms and conditions for 8XX TFD are set out in the appropriate AT&T Access Services Tariff.

8.5 Mutual Provision of Switched Access Service

8.5.1 Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any PSTN interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method or method of originating or terminating the call, a call that originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or a call in which the Parties' Switched Access Services are used for the origination or termination of the call, shall be considered Switched Access Traffic.

8.5.2 If an AT&T end user chooses <<customer_short_name>> as their presubscribed interexchange carrier, or if an AT&T end user uses <<customer_short_name>> as an interexchange carrier on a 101XXXX basis, AT&T will charge <<customer_short_name>> the appropriate AT&T tariff charges for originating switched access services.

8.5.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating, switched access charges as set forth in AT&T's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff, as appropriate.

8.5.4 When <<customer_short_name>>'s end office switch provides an access service connection to or from an IXC by a direct trunk group to the IXC utilizing AT&T facilities, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access

services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by <<customer_short_name>> as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish Meet Point Billing for all applicable traffic. The Parties shall utilize a thirty (30) day billing period.

8.5.4.1 In cases where <<customer_short_name>> has a unique hosted Revenue Accounting Office (RAO) code and <<customer_short_name>>'s end office subtends the AT&T Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via AT&T's Access Tandem switch, AT&T, as the tandem company agrees to provide to <<customer_short_name>>, as the End Office Company, as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary.

8.5.5 AT&T, as the tandem provider company, will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.

8.5.6 <<customer_short_name>> shall not deliver switched access traffic to AT&T for termination over any trunks and facilities other than <<customer_short_name>> ordered switched access trunks and facilities.

8.6 Transit Traffic

8.6.1 AT&T shall provide tandem switching and transport services for <<customer_short_name>>'s Transit Traffic. Rates for local Transit Traffic and ISP-Bound Transit Traffic shall be the applicable rate elements for Tandem Switching, Common Transport and Tandem Intermediary Charge as set forth in Exhibit A. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in AT&T's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between <<customer_short_name>> and Wireless Type 1 third parties or Wireless Type 2A third parties that do not engage in Meet Point Billing with AT&T shall not be treated as Transit Traffic from a routing or billing perspective until such time as such traffic is identifiable as Transit Traffic.

8.6.2 The delivery of traffic that transits the AT&T network is excluded from any AT&T billing guarantees. AT&T agrees to deliver Transit Traffic to the terminating carrier; provided, however, that <<customer_short_name>> is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the AT&T

network. AT&T will not be liable for any compensation to the terminating carrier or to <<customer_short_name>>. In the event that the terminating third party carrier imposes on AT&T any charges or costs for the delivery of Transit Traffic, <<customer_short_name>> shall reimburse AT&T for such charges or costs.

8.7 For purposes of intercarrier compensation, AT&T will not be responsible for any compensation associated with the exchange of traffic between <<customer_short_name>> and a CLEC utilizing AT&T switching. Where technically feasible, AT&T will use commercially reasonable efforts to provide records to <<customer_short_name>> to identify those CLECs utilizing AT&T switching with whom <<customer_short_name>> has exchanged traffic. Such traffic shall not be considered Transit Traffic from a routing or billing perspective, but instead will be considered as traffic exchanged solely between <<customer_short_name>> and the CLEC utilizing AT&T switching.

8.7.1 <<customer_short_name>> is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of traffic with a CLEC utilizing AT&T switching. AT&T will not be liable for any compensation to the terminating carrier or to <<customer_short_name>>. In the event that the terminating third party carrier imposes on AT&T any charges or costs for the delivery of such traffic, <<customer_short_name>> shall reimburse AT&T for all such charges or costs.

8.8 <<customer_short_name>> shall send all IntraLATA toll traffic to be terminated by an independent telephone company to the End User's IntraLATA toll provider and shall not send such traffic to AT&T as Transit Traffic. IntraLATA toll traffic shall be any traffic that originates outside of the terminating independent telephone company's local calling area.

9 CLEC Ordering Charges

9.1 The facilities purchased pursuant to this Attachment shall be ordered via the ASR process.

9.2 The rates, terms and conditions associated with submission and processing of ASRs are as set forth in BellSouth's FCC No. 1 Tariff, Section 5.

10 CLEC Basic 911 and E911 Interconnection

10.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.

10.2 Basic 911 Interconnection. AT&T will provide to <<customer_short_name>> a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten (10) digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. <<customer_short_name>> will be required to arrange to accept 911 calls

from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate ten (10) digit directory number as stated on the list provided by AT&T. <<customer_short_name>> will be required to route that call to the appropriate PSAP. When a municipality converts to E911 service, <<customer_short_name>> will be required to begin using E911 procedures.

10.3 E911 Interconnection. <<customer_short_name>> shall install a minimum of two (2) dedicated trunks originating from its SWC and terminating to the appropriate E911 tandem. The SWC must be in the same LATA as the E911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital (one point five forty-four (1.544) Mb/s) interface (DS1 facility). The configuration shall use CAMA-type signaling with MF pulsing or SS7/ISUP signaling either of which shall deliver ANI with the voice portion of the call. If SS7/ISUP connectivity is used, <<customer_short_name>> shall follow the procedures as set forth in Appendix A of the CLEC Users Guide to E911 for Facility Based Providers that is located on the AT&T Interconnection Web site. If the user interface is digital, MF pulses as well as other AC signals shall be encoded per the u-255 Law convention. <<customer_short_name>> will be required to provide AT&T daily updates to the E911 database. <<customer_short_name>> will be required to forward 911 calls to the appropriate E911 tandem along with ANI based upon the current E911 end office to tandem homing arrangement as provided by AT&T. If the E911 tandem trunks are not available, <<customer_short_name>> will be required to route the call to a designated seven (7) digit or ten (10) digit local number residing in the appropriate PSAP. This call will be transported over AT&T's interoffice network and will not carry the ANI of the calling party. <<customer_short_name>> shall be responsible for providing AT&T with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

10.4 Trunks and facilities for 911 Interconnection may be ordered by <<customer_short_name>> from AT&T pursuant to the terms and conditions set forth in this Attachment.

10.5 The detailed practices and procedures for 911/E911 interconnection are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers that is located on the AT&T Interconnection Services Web site.

11 CLEC SS7 Network Interconnection

11.1 SS7 Signaling. Both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all traffic in order to enable interoperability of CLASS features and functions except for call return. SS7 signaling parameters will be provided, including but not limited to ANI, originating line information (OLI) calling company category and charge number. Privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application

Part (TCAP) messages to facilitate SS7 based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges. Nothing herein shall obligate or otherwise require AT&T to send SS7 messages or call-related database queries to <<customer_short_name>>'s or any other third party's call-related database, unless otherwise agreed to by the Parties under a separate agreement.

11.2 Signaling Call Information. AT&T and <<customer_short_name>> will send and receive ten (10) digits for Local Traffic. Additionally, AT&T and <<customer_short_name>> will exchange the proper call information, (i.e., originated call company number and destination call company number, CIC, and OZZ) including all proper translations for routing between networks and any information necessary for billing.

11.3 SS7 Network Interconnection is the interconnection of <<customer_short_name>> LSTP switches or <<customer_short_name>> local or tandem switching systems with AT&T STP switches. This interconnection provides connectivity that enables the exchange of SS7 messages among AT&T switching systems and databases, <<customer_short_name>> local or tandem switching systems, and other third party switching systems directly connected to the AT&T SS7 network.

11.3.1 The connectivity provided by SS7 Network Interconnection shall fully support the functions of AT&T switching systems and databases and <<customer_short_name>> or other third party switching systems with A-link access to the AT&T SS7 network.

11.3.2 If traffic is routed based on dialed or translated digits between a <<customer_short_name>> local switching system and an AT&T or other third party local switching system, either directly or via an AT&T tandem switching system, then it is a requirement that the AT&T SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (i.e., Automatic Callback, Automatic Recall, and Screening List Editing) between the <<customer_short_name>> LSTP switches and AT&T or other third party local switch.

11.3.3 SS7 Network Interconnection shall provide:

11.3.3.1 Signaling Data Link functions, as specified in ANSI T1.111.2;

11.3.3.2 Signaling Link functions, as specified in ANSI T1.111.3; and

11.3.3.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

11.3.4 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as specified in ANSI T1.112. This

includes GTT and SCCP Management procedures as specified in ANSI T1.112.4. Where the destination signaling point is an AT&T switching system or DB, or is another third party local or tandem switching system directly connected to the AT&T SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a <<customer_short_name>> local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of <<customer_short_name>> LSTPs and shall not include SCCP Subsystem Management of the destination.

11.3.5 SS7 Network Interconnection shall provide all functions of the ISUP as specified in ANSI T1.113.

11.3.6 SS7 Network Interconnection shall provide all functions of the TCAP as specified in ANSI T1.114.

11.3.7 If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of AT&T STPs, SS7 Network Interconnection may provide these functions of the OMAP.

11.4 Interface Requirements. The following SS7 Network Interconnection interface options are available to connect <<customer_short_name>> or <<customer_short_name>>-designated local or tandem switching systems or signaling transfer point switches to the AT&T SS7 network:

11.4.1 A-link interface from <<customer_short_name>> local or tandem switching systems; and

11.4.2 B-link interface from <<customer_short_name>> STPs.

11.4.3 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the central office where the AT&T STP is located. There shall be a DS1 or higher rate transport interface at each of the signaling points of interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

11.4.4 AT&T shall provide intraoffice diversity between the Signaling Point of Interconnection and the AT&T STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to an AT&T STP.

11.4.5 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.

11.4.6 AT&T shall set message screening parameters to accept messages from <<customer_short_name>> local or tandem switching systems destined to any

signaling point in the AT&T SS7 network with which the <<customer_short_name>> switching system has a valid signaling relationship.

11.5 Rates. The Parties shall institute a "bill and keep" compensation plan under which neither Party will charge the other Party for ISUP CCS7 signaling messages associated with Local Traffic. The portion of ISUP CCS7 signaling messages utilized for Local Traffic, which is subject to bill and keep in accordance with this section, shall be determined based upon the application of the applicable signaling factors set forth in AT&T's Jurisdictional Factors Reporting Guide. All other CCS7 signaling messages associated with Local Traffic will be billed at the rates set forth in Exhibit A. In addition, CCS7 facility charges, including charges for signaling ports and signaling links, utilized for Local Traffic will be billed at the rates set forth in Exhibit A. CCS7 signaling messages, signaling ports, and signaling links associated with interstate calls and with intrastate non-local calls, shall be billed in accordance with the applicable AT&T intrastate Access Services Tariff and BellSouth's FCC No. 1 Tariff for switched access services.

Exhibit B

Basic Architecture

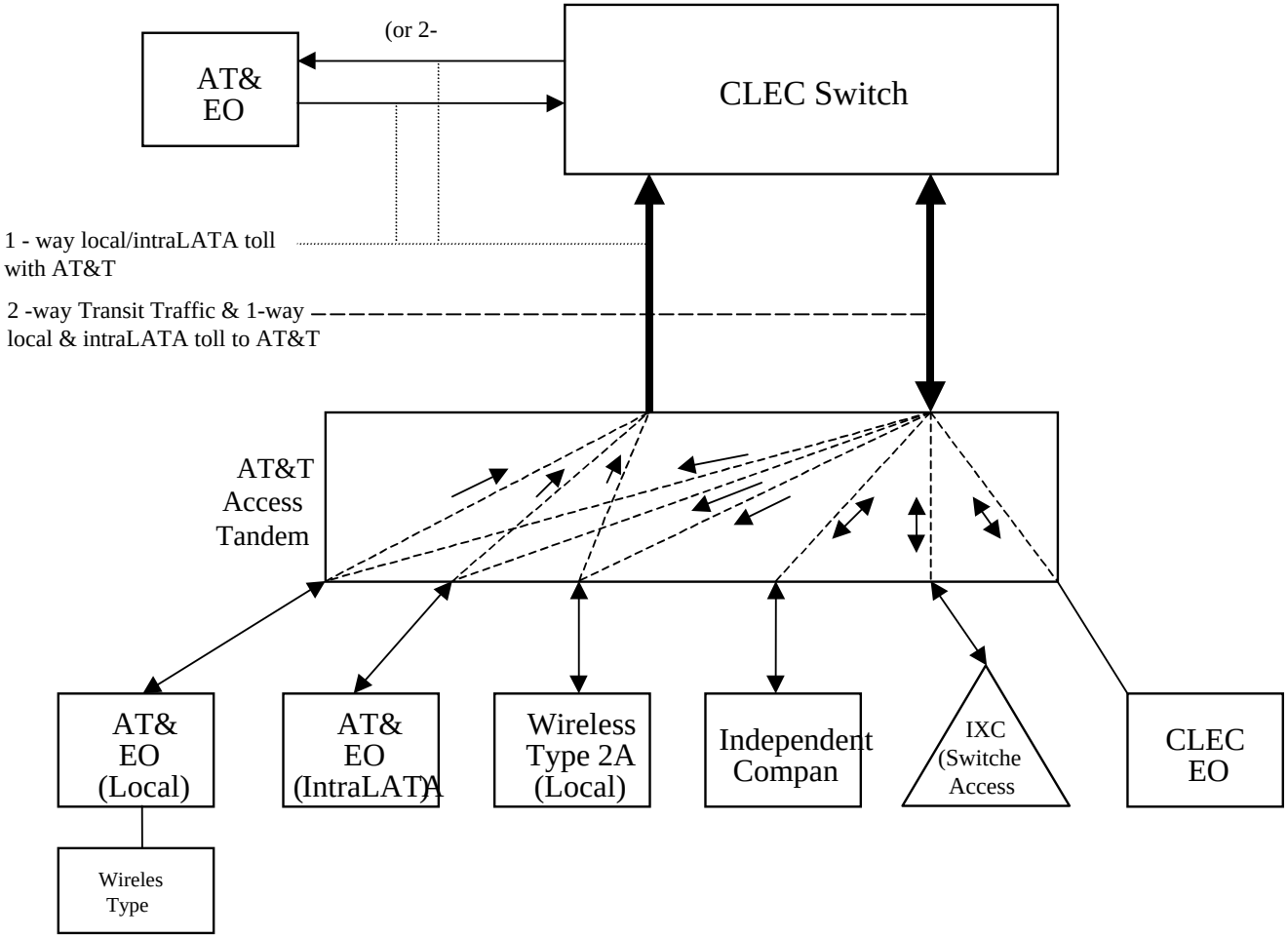

Exhibit C

One-Way Architecture

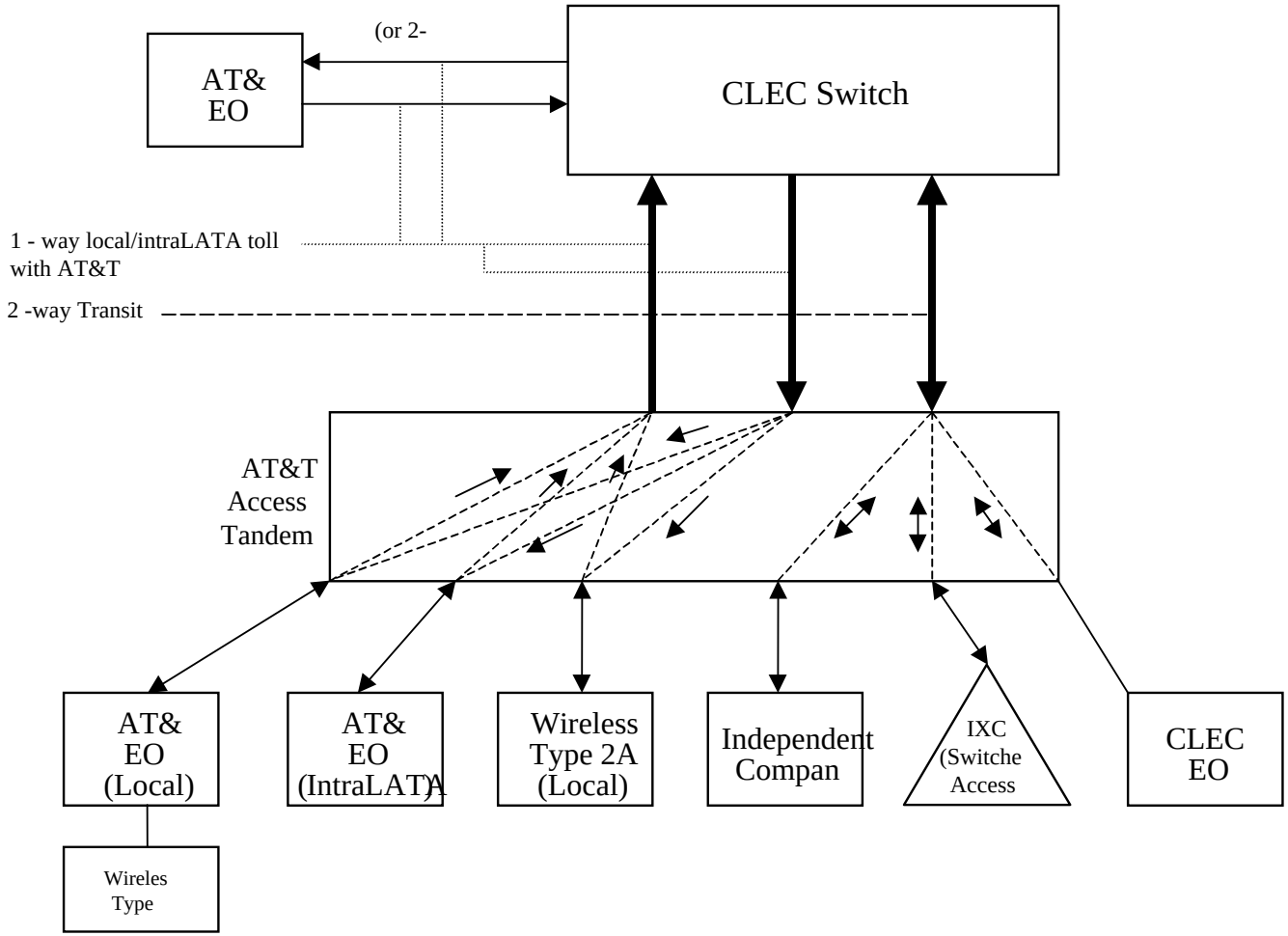

Exhibit D

Two-Way Architecture

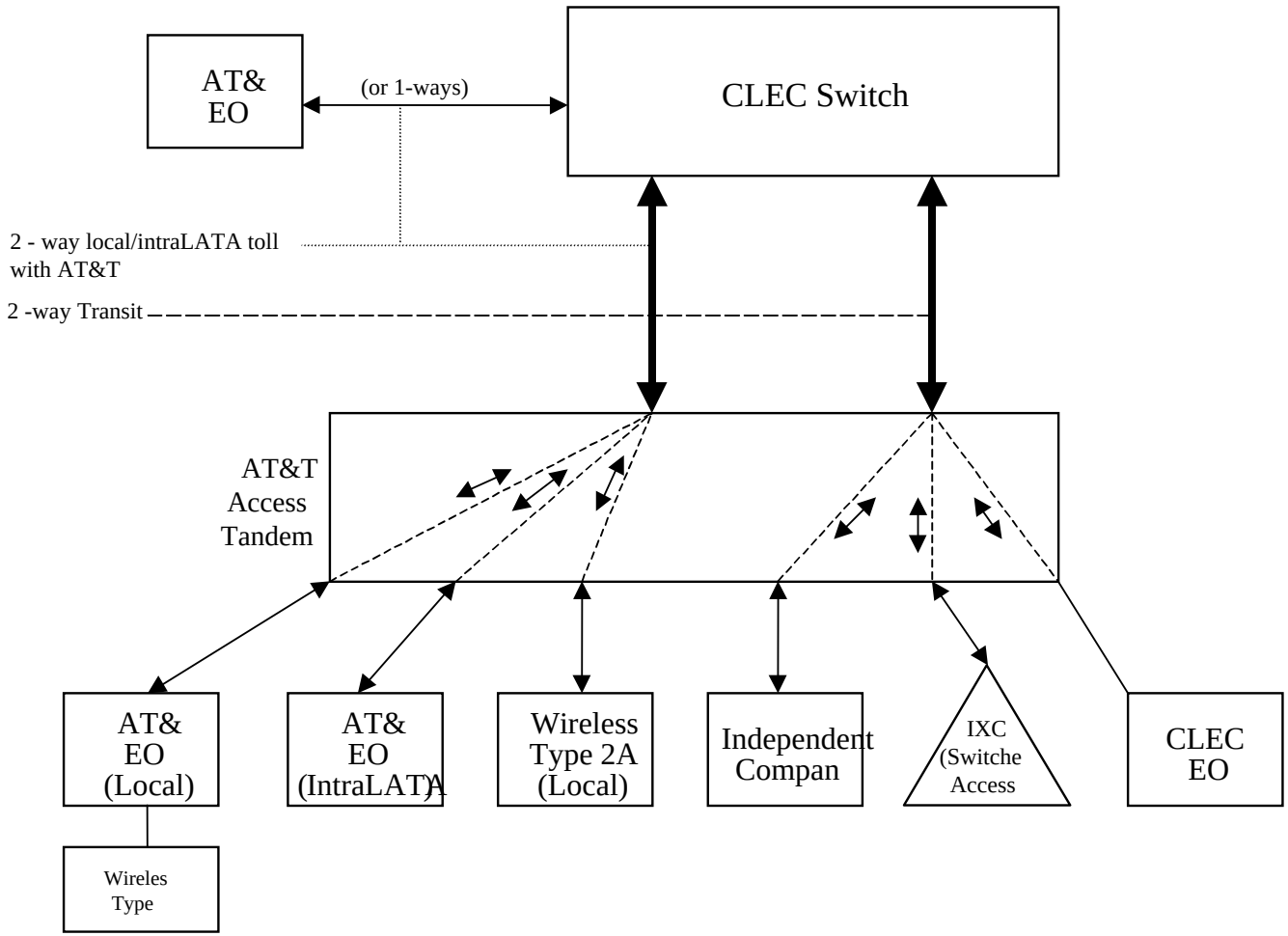

Exhibit E

Supergroup Architecture